

Token Sale Agreement

Company: DMSX Token LLC

Registered Address: 8 The Green, STE B, 19901 Dover, Delaware, USA

Effective Date: 11th November 2025

1. Definitions

In this Agreement, unless otherwise indicated:

“Company” means DMSX Token LLC, a Delaware limited liability company.

“Investor” means the purchaser executing this Agreement.

“Tokens” or **“DMSX Tokens”** means digital tokens issued on the Ethereum blockchain under the ERC-1400 standard, representing contractual profit-participation rights as described in the Private Placement Memorandum (“PPM”).

“Offering” means the private placement of Tokens by the Company pursuant to exemptions under Regulation D (Rule 506(c)) and Regulation S of the U.S. Securities Act of 1933.

“Subscription Amount” means the total consideration payable by the Investor for the Tokens.

“Wallet” means the ERC-1400-compatible address designated by the Investor.

2. Subscription and Acceptance

2.1 The Investor hereby irrevocably subscribes for and agrees to purchase the number of HVGL Tokens corresponding to the Subscription Amount, subject to the terms of this Agreement and the PPM.

2.2 This Agreement becomes binding only upon the Company’s countersignature or electronic acceptance. The Company reserves the right to accept or reject any subscription in whole or in part without cause.

2.3 If a subscription is rejected, any funds received will be promptly returned without interest or deduction.

3. Purchase Price and Payment

3.1 The Token price per unit is specified in the PPM for the relevant sale phase.

3.2 Payment may be made in U.S. Dollars, Euro, or approved stablecoins via bank wire or blockchain transfer to the Company’s designated account or wallet.

3.3 The Investor acknowledges that all payments are final and non-refundable once accepted, except as required by applicable law or if the Company declines the subscription.

3.4 The Company may appoint an escrow agent or payment processor to receive and hold Subscription Amounts pending acceptance.

4. Representations and Warranties of the Investor

The Investor represents and warrants that:

- (a) it has reviewed the PPM and understands the nature and risks of the Tokens;
- (b) it is an “**accredited investor**” within Rule 501(a) of Regulation D, or a non-U.S. person participating under Regulation S;
- (c) it is acquiring the Tokens for investment and not with a view to resale or distribution;
- (d) it has sufficient knowledge and experience in financial and business matters to evaluate the investment;
- (e) it has obtained its own legal, tax, and financial advice;
- (f) it is not subject to U.S. or other applicable sanctions;
- (g) all information provided to the Company is true and complete.

5. Representations and Warranties of the Company

The Company represents and warrants that:

- (a) it is duly organized and validly existing under Delaware law;
- (b) it has full corporate power to execute and perform this Agreement;
- (c) the Tokens, when issued, will be validly created in accordance with the PPM;
- (d) it is conducting the Offering pursuant to valid exemptions from registration under Regulation D and Regulation S;
- (e) execution of this Agreement does not violate any law or its organizational documents.

6. Token Issuance and Delivery

6.1 Upon receipt of cleared funds and completion of KYC/AML verification, the Company shall issue the corresponding DMSX Tokens to the Investor’s whitelisted Wallet within a reasonable period.

6.2 The issuance shall be recorded on the Ethereum blockchain and reflected in the Company’s internal register of Token holders.

6.3 Delivery is complete once Tokens are transferred to the designated Wallet. The Company is not responsible for errors in wallet addresses supplied by the Investor.

7. Transfer Restrictions

7.1 The Tokens are **restricted securities** under the Securities Act of 1933 and may not be resold, pledged, or otherwise transferred except in compliance with Regulation D, Regulation S, or an effective registration statement.

7.2 Tokens carry a one-year holding period for U.S. investors and are subject to smart-contract transfer controls and whitelisting requirements.

7.3 Any attempted transfer in violation of these restrictions shall be void and of no effect.

8. Tax Matters

8.1 The Investor is solely responsible for all tax obligations arising from acquisition, holding, or disposition of Tokens.

8.2 The Company makes no representation regarding the tax consequences of the investment and shall have no liability for any tax incurred by the Investor.

8.3 The Company may issue information returns or withhold taxes where required by law.

9. Risk Disclosure

9.1 Investment in the Tokens involves significant risk, including possible loss of the entire investment, illiquidity, changes in law, technological failure, and market volatility.

9.2 The Tokens confer no ownership of real estate or voting rights unless expressly stated in the PPM.

9.3 Blockchain technology is experimental; the Company does not guarantee uninterrupted operation or security of third-party systems.

9.4 Investors should rely solely on the PPM for risk factors and disclosures.

10. Governing Law and Dispute Resolution

10.1 This Agreement and any dispute or claim arising from it shall be governed by and construed in accordance with the **laws of the State of Delaware**, without regard to conflicts principles.

10.2 Any dispute shall be resolved by **binding arbitration** under the rules of the American Arbitration Association (AAA), seated in Wilmington, Delaware, and conducted in English.

10.3 Judgment on the arbitration award may be entered in any court of competent jurisdiction.

10.4 Each party waives any right to a jury trial or class action.

11. Notices

All notices and communications must be in writing and delivered by email or certified mail to:

DMSX Token LLC

Attn: Legal Department

8 The Green, STE B, 19901 Dover, Delaware, USA

Email: **legal@domus-x.io**

Notice to the Investor shall be sent to the address or email specified in the subscription materials.

12. Miscellaneous

12.1 **Entire Agreement.** This Agreement, together with the PPM and Terms & Conditions, constitutes the entire agreement between the parties.

12.2 **Amendments.** Any amendment must be in writing and executed by both parties.

12.3 **Assignment.** Neither party may assign rights without written consent, except the Company may assign to a successor entity.

12.4 **Severability.** If any provision is held invalid, the remainder remains in effect.

12.5 **Counterparts.** This Agreement may be executed electronically in counterparts, each constituting an original.

12.6 **Survival.** Sections concerning warranties, indemnities, tax, and dispute resolution survive termination or expiration.

IN WITNESS WHEREOF, the parties have executed this Token Sale Agreement as of the Effective Date.

DMSX TOKEN LLC

By: _____

Name: _____

Title: _____

INVESTOR

By: _____

Name: _____

Signature: _____

Date: _____